IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.2266 OF 2004

M/s. Banatwala & Co. ..Petitioners.

Vs.

L.I.C. Of India & anr. .. Respondents.

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Mr. R.A. Dada, Senior Advocate i/b M/s. Pathak Associates for the petitioners.
Mr. V.Y. Sanglikar for respondent No.1.
Mr. Rajiv Chavan with Mr. Vijay Kantharia for respondent No.2.

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CORAM : DALVEER BHANDARI, C.J.&
DR.D.Y.CHANDRACHUD, J.

11th October, 2004.

P.C. :

1. The learned counsel appearing for respondent No.1 – LIC has filed reply affidavit of Ms. Anagha A.Sankpal in Court. According to Exhibit 1 - letter dated 9th September, 2004, from the advocate of the LIC to M/s. Pathak Associates, Advocates for the the petitioner, the LIC has agreed to abide by clause IV(e) of the lease agreement. Paragraph 2 of the letter reads as under :

> "If the petitioners agree to pay the increased rent as provided under Clause IV(e) of the lease agreement of January 1999 and abide by all the other covenants and stipulations in the said agreement, my client will not

> enforce/withdraw its letter dated 14-7-2004 (being Ex.LL to the petition). The lease agreement will be renewed in terms of the said Clause IV(e) on the same terms and conditions for a period not exceeding 5 years from the date of expiration of the first term of 5 years."

2. In view of the aforesaid statement, the learned counsel for the petitioners craves leave of the Court to withdraw the petition. Leave granted. The writ petition is accordingly disposed of.

CHIEF JUSTICE

DR.D.Y.CHANDRACHUD, J.